

SUBLEASE AGREEMENT

PARTIES:

THIS SUBLEASE, DATED 11/26/2018, IS EXECUTED BY AND BETWEEN Jefferson Fuel Source LLC whose address is P.O. Box 360952 Birmingham, AL 35236 (hereinafter referred to as the "Sublessor") and Cahaba Resources LLC (hereinafter referred to as the "Sublessee"). A copy of the original Lease is attached to this Sublease Agreement and is incorporated herein. The Sublessee agrees to comply with all the terms and conditions of the original Lease.

PREMISES:

The Sublessor herein agrees to sublease to the Sublessee, and the Sublessee herein agrees to sublease from the Sublessor for the balance of the lease term, and upon all of the conditions set forth herein, the property is located in Tuscaloosa County Alabama and is described in the lease between Jefferson Fuel Source, LLC and the Westervelt Company. Said real property, including any land and any improvements thereon, shall hereinafter be referred to as the "Premises."

EMERGENCY CONTACT INFORMATION:

If during the sublease any issues or problems arise with the Premises, the Sublessee agrees to contact Jefferson Fuel at the telephone number of.

WHEREAS, the Landlord, The Westervelt Company, by the signing of this Sublease Agreement herein approves of the Sublessee's occupancy of the Premises subject to the terms and conditions set forth hereinafter. In consideration of the mutual promises and covenants exchanged between the Landlord and the Sublessor and the Sublessee herein, it is hereby agreed as follows:

TERM:

The term of this sublease shall be for a period of three years, commencing on , unless otherwise stipulated herein.

DELAY IN COMMENCEMENT OF SUBLEASE:

In the event that the Sublessor is not able to deliver possession of the Premises to the Sublessee on the aforementioned commencement date, the Sublessor shall not therefore be held liable, nor shall such failure affect the validity of this lease or obligations of the sublease hereunder or extend the term thereof, but in such case as a delay in commencement should occur, the Sublessee shall not be obligated to pay any rent until such time as the Sublessee takes possession of the Premises.

However, in the event that the Sublessor does not deliver possession of said Premises to the Sublessee within sixty (60) days from the aforementioned commencement date, the Sublessee may at their sole discretion, by way of written notice to the Sublessor, may cancel this Sublease, and at which time the parties shall be discharged and released from any and all obligations associated with this Sublease.

MONTHLY LEASE AMOUNT:

The Sublessee shall pay to the Sublessor a monthly rental amount of [REDACTED] on the First day of each month for the duration of this lease term. Upon the signing of this Sublease Agreement, the Sublessee shall pay to the Sublessor the first month's rent in advance.

All future monthly payments shall be sent shall be mailed or hand delivered to the Sublessor at the aforementioned address in paragraph one (1) or to such other person or place as the Sublessor may designate in writing.

USE OF PREMISES:

The Sublessee shall have complete use and control of the Premises for the duration of the Sublease Agreement, until such time as the sublease expires.

CONDITION OF PREMISES:

The Sublessee acknowledges that the premises are in good repair and in safe and clean condition unless otherwise indicated below:

WASTE, NUISANCE OR UNLAWFUL USE:

The Sublessee shall not cause or allow waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in an unlawful manner.

ATTORNEY'S FEES:

In the event that of a breach of this agreement or should legal recourse be deemed necessary by either party to this Sublease Agreement, the parties herein agree that the prevailing party shall have the right to recover as part of the judgment reasonable attorney's fees, filing fees and/or court costs.

BINDING EFFECT:

This Sublease Agreement shall inure to the benefit of and be binding on the heirs, successors, executors, administrators and assignees of the parties.

GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alabama.

The undersigned have read the foregoing Sublease prior to execution and hereby acknowledge receipt of a copy of this Sublease Agreement.



JRF
~~11/28/19~~ 11/28/18 REC

(Sublessor Signature)
NAME: Jefferson Fuel Source LLC
ADDRESS: P.O. Box 360952
CITY, STATE, ZIP: Birmingham, AL 35236
TELEPHONE: 205 222-1886

(Dated)

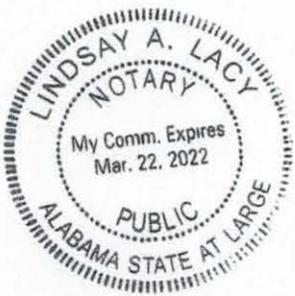


11/28/18

(Sublessee Signature)
NAME: Cahaba Resources LLC
TELEPHONE: 205 799-2523
Address: P.O. Box 122 Vance, AL 35490

(Dated)

I Lindsay Lacy, a notary for the State of Alabama county of Jefferson did witness the signatures of Joseph R. Fortner and Randau E. Crawford on this 28th day of November, 2018.



CONSENT TO ASSIGNMENT AGREEMENT

This Consent to Assignment Agreement is made and entered into effective the 1st day of May, 2015, by and between The Westervelt Company, Inc., a Delaware corporation, hereinafter called "Lessor", Jefferson Fuel Source, LLC, hereinafter called "Sublessor" and Cahaba Resources, LLC, an Alabama limited liability company, hereinafter called "Sublessee."

WITNESSETH

WHEREAS, Lessor and Sublessor entered into an Oil, Gas and Mineral Lease dated June 6th, 2017 (the "Lease"), for certain property in Tuscaloosa County, Alabama; and,

WHEREAS, Sublessor desires to transfer and assign all of its interest in said Lease to Sublessee as contemplated by the Sublease Agreement entered into by and between Sublessee and and Sublessor on or about November 26, 2018; and,

WHEREAS, Sublessor and Sublessee request Lessor consent to the assignment contemplated by the Sublease Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, agree as follows:

1. Lessor grants its written consent to the assignment by Sublessor to Sublessee of the aforesaid Lease on the condition that, as between Lessor and Sublessor, Sublessor remains liable for all duties and obligations set out in the Lease.
2. This Consent to Assignment embodies the entire agreement between the parties hereto with respect to matters contained herein, and there have not been and are no agreements, representations, warranties or covenants between the parties hereto or their affiliates other than those provided herein.
3. All other provisions of the Lease, including production royalties, delay rentals, and shut-in royalties shall remain unchanged and in full force and effect.
4. Nothing contained herein shall operate to release or alter any of the terms or conditions of the Lease except as above set forth.
5. This Consent to Assignment shall be binding on and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.
6. This Consent to Assignment may be executed by the parties hereto in counterparts and by telecopy, each of which shall be deemed to constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Assignment Agreement as of the date first above written.

THE WESTERVELT COMPANY, INC.

By: James J. King Jr.
Its: _____

STATE OF ALABAMA)
 :SS.
COUNTY OF TUSCALOOSA)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that James J. King Jr., whose name as Vice President of **The Westervelt Company, Inc.**, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 7th day of December, 2018.

SEAL

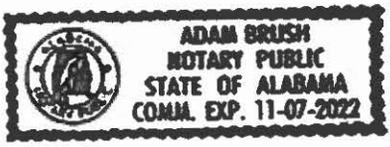
Teresa Blaylock
[Notary name typed or printed here]
My Commission Expires: _____

MY COMMISSION EXPIRES DEC. 12, 2021

JEFFERSON FUEL SOURCE LLC

By: _____
Its: _____

STATE OF ALABAMA)
) ss.
COUNTY OF Shelby)



I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Joseph [unclear], whose name as V.P. of Jefferson Fuel Source, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such manager/owner and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 3rd day of Dec., 2018.

SEAL.

[Notary name typed or printed here]
My Commission Expires: 11-07-2022

STATE OF ALABAMA)

ss.

COUNTY OF _____)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of **Jefferson Fuel Source, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such manager/owner and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this _____ day of _____, 2018.

SEAL.

[Notary name typed or printed here]

My Commission Expires: _____

CAHABA RESOURCES, LLC


By: Randall E Crawford

Its: Manager

STATE OF ALABAMA)

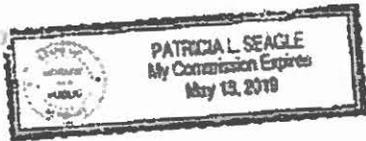
SS.

COUNTY OF Tuscaloosa)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Randall E. Coates whose name as manager of Cahaba Resources, LLC, an Alabama limited liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such manager/owner and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 10th day of December 2015 2018

SEAL



Patricia Seagle

Patricia Seagle
[Notary name typed or printed here]
My Commission Expires: 5-13-19